

# THE CASS COUNTY COMMISSION

Date and time posted 5-4-16 at 2:30 pm

Notice is hereby given that the  
Cass County Commissioners will conduct a meeting

on

**Thursday, May 5, 2016**

at the Cass County Historic Courthouse,

The tentative agenda of this meeting includes:

2:30PM

***Commission Meeting***

1. ***Call to Order***
2. ***Roll Call***
3. ***Pledge***
4. ***Accept the Agenda as Presented***
5. ***Approval of Minutes of April 28, 2016 Meeting***
6. ***Zoning Applications:***
  - a) ***Applications #2884 for Lot Split and Re-Zone of a parent tract of 20.11 +/- acre tract with the Zoning of Agriculture (Ag) into an 8.12 +/- acre tract to obtain Residential Rural (RR) Zoning Designation and a 11.99 +/-acre tract to obtain Residential Rural (RR) Zoning Designation.***
  - b) ***Application #2885 for Lot Split and Re-Zone of a parent tract of 20 +/- acre tract with the Zoning Designation of Agriculture (Ag) into a 10+/- acre tract to obtain Residential Rural (RR) zoning and a 10+/-acre tract to obtain Residential Rural (RR) Zoning Designation.***
  - c) ***Application #2886 for Lot Split and Re-Zone of a parent tract of 39.29+/-acre tract with the Zoning Designation of Agriculture (Ag) into a 19.29+/-acre tract to obtain Residential Rural (RR) Zoning Designation and a 20 acre tract to retain Agriculture (Ag) Zoning Designation.***
7. ***Resolution No. 16-17 – Approval of Program Services Contract Titled Cities Readiness Initiative between Missouri Department of Health and Senior Services and Cass County Health Department***
8. ***Resolution No. 16-18 – Approval of Summer Food Service Program Inspection Participation Agreement between Missouri Department of Health and Senior Services and Cass County Health Department***
9. ***Misc***
10. ***Public Comment***
11. ***Commissioner Communications***
12. ***Adjourn***

The tentative agenda of this meeting also includes a vote to close part of the meeting pursuant to RSMo Sections 610.021.1 (Legal); 610.021.2 (Real Estate); 610.021.3 (Personnel actions); 610.021.13 (Personnel Records); and 610.021.17 (confidential communications with auditor); 610.021.12 (Contract Negotiations). All meetings are handicap accessible. Copies of the agenda are located outside the Cass County Clerk's Office, First Floor, Cass County Courthouse. Representatives of the media may obtain copies of this notice and Copies of CD's of Commission Meetings (fee of \$5 for CD) by contacting: the County Clerk's Office, Cass County Courthouse, 102 E. Wall St., Harrisonville, MO 64701, or by calling: 816-380-8106

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## Commission Meeting Minutes April 28, 2016

The Cass County Commission convened on April 28, 2016 at 2:30 P.M. for the 3rd day of the April term, with those present as follows:

Jeff Cox  
Luke Scavuzzo  
Jimmy Odom  
Mike Vinck

Presiding Commissioner  
Associate Commissioner District 1  
Associate Commissioner District 2  
County Clerk

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***Presiding Commissioner Cox called to order the regular Commissioner meeting at 2:30 pm.***

***1. Call To Order:***

***2. Roll Call:***

***Presiding Commissioner Jeff Cox – present  
Associate Commissioner District 1 Luke Scavuzzo– present  
Associate Commissioner District 2 Jimmy Odom – absent***

***3. Pledge:***

***4. Accept the Agenda as Presented:***

Commissioner Scavuzzo made a motion to approve the agenda. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

***5. Approval of Minutes of April 21, 2016 Meeting:***

Commissioner Odom made a motion to approve the minutes of April 21, 2016 meeting. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

***6. Resolution No. 16-16 – Approval of John Deere Grader Lease Contract for Road & Bridge Department:***

Commissioner Scavuzzo made a motion to approve Resolution 16-16. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

***7. Approval of Dump Truck and Plow Package Purchases for Road & Bridge Department:***

Commissioner Odom made a motion to approve purchases. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

***8. Appointment of Eldon Crust to the Cass County Council on Aging:***

Commissioner Scavuzzo made a motion to approve appointment. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

**9. Misc:**

None.

**10. Public Comment:**

None.

**11. Commissioner Communications:**

None

**12. Adjourn:**

***Executive Session***

***Presiding Commissioner Cox moved to enter Executive Session and that the meeting and record be closed at 2:36 pm pursuant to 610.021.1 (Legal). Commissioner Odom seconded the motion and it passed unanimously with a roll call vote.***

***Commissioner Odom moved to adjourn from Executive Session and reconvene into regular session at 3:28 pm. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor by a roll call vote.***

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Commissioner Scavuzzo made a motion to adjourn the Commission meeting at 3:29 pm. Commissioner Odom seconded the motion and it passed unanimously with all in favor by a show of hands.

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(CDs are available in the County Clerk's Office of all Public Hearings and Meetings for a fee of (\$5.00)

\_\_\_\_\_  
*Jeff Cox*  
*Presiding Commissioner*

\_\_\_\_\_  
*Luke Scavuzzo*  
*Associate Commissioner District 1*

\_\_\_\_\_  
*Jimmy Odom*  
*Associate Commissioner District 2*

\_\_\_\_\_  
*Michael J. Vinck*  
*County Clerk*



**CASS COUNTY, MISSOURI  
BUILDING CODES & ZONING DEPARTMENT  
30508 S. West Outer Rd., Harrisonville, MO 64701  
P- (816) 380-8134 F- (816) 380-8130**

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Cass County Commission on Thursday, May 5, 2016 at 2:30 p.m., in the Third Floor Commission Meeting Room, Historic Cass County Courthouse, 102 E. Wall Street, Harrisonville, MO 64701

Item(s) to be considered:

Application 2884 for the following Action(s): Lot Split and Re-Zone of a parent tract of 20.11 +/- acre tract with the Zoning Designation of Agriculture (Ag) into an 8.12 +/- acre tract to obtain Residential Rural (R-R) Zoning Designation and an 11.99 +/- acre tract to obtain Residential Rural (R-R) Zoning Designation.

This Application for an Action has been submitted by Timothy Crosby, on behalf of himself and Carol Crosby and Charles and Geraldine Long, who are requesting the zoning actions described above on a tract of land described as: "Part of the Northwest Quarter and Part of the Northeast Quarter of Section 13, Township 44, Range 33, Cass County, Missouri, Described as beginning at the Northwest corner of the Northeast Quarter of Section 13, Aforesaid, run thence South 0°24'42" West along the West line thereof, 396.95 feet; Thence North 89°33'14" East, parallel with the North line of the Northeast Quarter of said Section 13, 328.15 feet to a point on the West Right-of-Way line of Missouri State Highway No. 2, as now located; Thence South 0°11'01" West along said Right-of-Way line, 97.16 feet; Thence along said Right-of-Way line on a spiral curve to the Left having a chord bearing of South 0°18'19" East and a chord length of 103.91 feet; Thence South 8°03'47" East along said Right-of-Way line, 157.79 feet; Thence continuing along said Right-of-Way line on a curve to the left having a Radius of 888.57 feet, a chord bearing South 29°58'50" East and an arc length of 664.23 feet; Thence South 0°18'49" East along said Right-of-Way line, 65.36 feet; Thence South 86°52'32" West, 683.46 feet to a point on the West line of the Northeast Quarter of said Section 13; Thence South 0°24'42" West along said West line, 7.01 feet Thence North 89°35'18" West, 306.46 feet; Thence North 0°24'42" East parallel with the East line of the Northwest Quarter of said Section 13, 1419.40 feet to a point on the North line of said Northwest Quarter Section; Thence North 89°39'58" East along said North line, 306.49 feet to the point of beginning. Contains 20.11 acres, More or Less, subject to any existing easements." Commonly known as 27516 S. State Route 2 Hwy and 27602 S. State Route 2 Hwy., Freeman, MO 64746.

Submitted by Traey Lambertz, Cass County Building Codes and Zoning Director



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BUILDING CODES & ZONING DEPARTMENT  
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Item(s) to be considered:

Application 2885 for the following Action(s): Lot Split and Re-Zone of a parent tract of 20 +/- acre tract with the Zoning Designation of Agriculture (Ag) into a 10 +/- acre tract to obtain Residential Rural (R-R) Zoning Designation and a 10 +/- acre tract to obtain Residential Rural (R-R) Zoning Designation.

This Application for an Action has been submitted by Glenn A. Deppe, on behalf of himself and Anne E. Nienhueser and James M. and Barbara V. Woodward, who are requesting the zoning actions described above on a tract of land in the East Half of Lot 5 in the Northeast Quarter of Fractional Section 2, Township 44 North, Range 31 West of the 5<sup>th</sup> principal meridian in Cass County, Missouri” commonly known as 25405 E. Orient Cemetery Road, Harrisonville, MO 64701.

Submitted by Traey Lambertz, Cass County Building Codes and Zoning Director



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Item(s) to be considered:

Application 2886 for the following Action(s): Lot Split and Re-Zone of a parent tract of 39.29 +/- acre tract with the Zoning Designation of Agriculture (Ag) into a 19.29 +/- acre tract to obtain Residential Rural (R-R) Zoning Designation and a 20 acre tract to retain Agriculture (Ag) Zoning Designation.

This Application for an Action has been submitted by Eric Ordemann, on behalf of Baggerly & Son, Inc., who are requesting the zoning actions described above on a tract of land described as: "The Northeast Quarter if the Southwest Quarter of Section 21, Township 45, Range 33, Cass County, Missouri, Subject to easement granted to Cass County and the State of Missouri for Highway Purposes" generally located at the Southeast corner of East 231st Street and Missouri State Route "D", commonly known as 1411 E 231<sup>st</sup> Street. Cleveland, MO 6473480.

Submitted by Traey Lambertz, Cass County Building Codes and Zoning Director

# Certified Copy of Record

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STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the April Term, 2016, held on the 5th day of May, 2016 amongst others, were the following proceedings:

## **RESOLUTION NO. 16-17 OF THE CASS COUNTY COMMISSION**

### **APPROVING PROGRAM SERVICES CONTRACT TITLED CITIES READINESS INITIATIVE WITH MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES**

*BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT*, the Commission hereby approves Resolution No. 16-17 approving Program Services Contract Titled Cities Readiness Initiative with Missouri Department of Health and Senior Services. The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary, to facilitate this Order.

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THIS 5<sup>th</sup> DAY OF MAY, 2016.

\_\_\_\_\_  
Jeff Cox  
Presiding Commissioner

\_\_\_\_\_  
Luke Scavuzzo  
Associate Commissioner  
Dist. 1

\_\_\_\_\_  
Jimmy Odom  
Associate Commissioner  
Dist. 2

ATTEST:

\_\_\_\_\_  
Mike Vinck, County Clerk



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**PROGRAM SERVICES CONTRACT**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

<b>Tracking #</b> 40141	<b>Contract Title:</b> CITIES READINESS INITIATIVE	
<b>Contract Start:</b> 7/1/2014	<b>Contract End:</b> 6/30/2017	<b>Questions/Please Contact:</b> PROCUREMENT UNIT @ (573)751-6471
<b>Contract #:</b> AOC14380155		<b>Amend #:</b> 02

**PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED**

<b>NAME OF ENTITY/INDIVIDUAL (Contractor)</b> CASS COUNTY HEALTH DEPARTMENT	
<b>DOING BUSINESS AS (DBA) NAME</b>	
<b>MAILING ADDRESS</b> 300 SOUTH MAIN	
<b>CITY, STATE, and ZIP CODE</b> HARRISONVILLE MO 64701	
<b>REMIT TO (PAYMENT) ADDRESS (if different from above)</b>	
<b>CITY, STATE, and ZIP CODE</b>	
<b>CONTACT PERSON</b> Tiffany Klassen	<b>EMAIL ADDRESS</b> tiffanyk@casscounty.com
<b>PHONE NUMBER</b> 816-380-8427	<b>FAX NUMBER</b> 816-380-8450
<b>TAXPAYER ID NUMBER (TIN)</b> *****0465	<b>DUNS NUMBER</b> 099238099
<b>CONTRACTOR'S AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>PRINTED NAME</b>	<b>TITLE</b>
<b>DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE</b>	<b>DATE</b>

**AMENDMENT #002 to Contract AOC14380155**

**CONTRACT TITLE: Cities Readiness Initiative**

**CONTRACT PERIOD: July 1, 2016 – June 30, 2017**

The Department desires to amend the referenced contract as follows:

1. Renew the contract for the period July 1, 2016 through June 30, 2017.
2. Delete the Scope of Work and all Attachments and Exhibits in their entirety and replace with the Scope of Work, Attachments A through F and Exhibit 1 which are attached hereto and incorporated by reference as if fully set forth herein.

All other terms, conditions, and provisions of the contract, shall remain the same and apply hereto.

**CITIES READINESS INITIATIVE  
FY17 SCOPE OF WORK**

**1. GENERAL**

- 1.1 The contract amount shall not exceed \$20,845.00 for the period of July 1, 2016 through June 30, 2017.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Cities Readiness Initiative  
Program Contact: Linda Clutter  
Address: P.O. Box 570, Jefferson City, MO 65102-0570  
Phone: 573-522-2003  
Email: [Linda.Clutter@health.mo.gov](mailto:Linda.Clutter@health.mo.gov)

**2. PURPOSE**

- 2.1 The Cities Readiness Initiative (CRI) will provide support to the Kansas City CRI region (defined below in Section 3.0) and the Department's ability to provide prophylactic medications to the Kansas City area population within 24 – 48 hours (after the decision to dispense medications has been made) through State, Federal, and private sector partners. As a result, the Department's and Kansas City area partners' ability to respond to and recover from all-hazards, including an intentional biological attack or natural epidemic, will be improved.

**3. DEFINITIONS**

- 3.1 Department of Health and Senior Services: Referred to herein as "Department."
- 3.2 State Emergency Management Agency: Referred to herein as "SEMA".

- 3.3 The County Health Department/Local Public Health Agency: Referred to herein as “Contractor.”
- 3.4 Director of Local Public Health Agency: Referred to herein as “Administrator.”
- 3.5 Kansas City CRI Region: The Kansas City CRI Region includes the following jurisdictions in Missouri and Kansas:
  - 3.5.1 Missouri Counties and Cities: Bates County, Caldwell County, Cass County, Clay County, Clinton County, Independence City, Jackson County, Kansas City, Lafayette County, Platte County, and Ray County.
  - 3.5.2 Kansas Counties: Franklin County, Johnson County, Leavenworth County, Linn County, Miami County, and Wyandotte County.
- 3.6 CRI: Cities Readiness Initiative
- 3.7 SNS: Strategic National Stockpile
- 3.8 PODs: Points of Dispensing; open/closed
- 3.9 ORR: Operational Readiness Review
- 3.10 MSA: Metropolitan Statistical Area
- 3.11 PHEP: Public Health Emergency Preparedness
- 3.12 MCM: Medical countermeasures
- 3.13 GIS: Geographic Information Systems
- 3.14 EOC: Emergency Operations Center
- 3.15 HSEEP: Homeland Security Exercise and Evaluation Program
- 3.16 Web Emergency Operations Center (WebEOC): An internet-based collaboration tool that creates a common operating picture, enabling emergency managers to make sound decisions quickly. WebEOC enables users to manage multiple incidents and daily events, assign and track missions and task, provide situation reports, manage resources and prepare incident command system (ICS) and incident action plan (IAP) reports.

#### **4. DELIVERABLES AND OUTCOMES**

- 4.1 The Contractor shall develop planning for successful mass prophylaxis dispensing to 100% of the Contractor's population within 48 hours of the decision to dispense mass prophylaxis by local, state, and federal health officials.
  - 4.1.1 The Contractor shall ensure the Contractor's SNS/CRI Plan includes prophylaxis to 100% of the population within 48 hours (when SNS is deployed) and is current and inclusive of the required number of Point of Dispensing (PODs) and other modalities to achieve this requirement.
  - 4.1.2 The Contractor shall identify the number of open PODs needed and assure all site-specific information is current and validated on an annual basis. The Contractor shall assure all site-specific information as reflected in the Centers for Disease Control and Prevention (CDC) Local Operational Readiness Review requirements are met. The Contractor shall assure operational manuals, materials and equipment for sites are current and accessible to staff as needed. Site-specific information shall be provided to the SNS Program Manager during the annual Operational Readiness Review assessment or upon request.
  - 4.1.3 The Contractor shall ensure site-specific information regarding closed PODs and other prophylaxis-delivery modalities remains current and inclusive in the Contractor's SNS/CRI plan and such information is reviewed/updated on an annual basis.
  - 4.1.4 On a continuing basis, the Contractor shall update modalities for dispensing of medications and incorporate operations into the Contractor's SNS/CRI Plan and on the WebEOC SNS Board, when implemented. Examples may include traditional walk-through PODS, drive-through PODs, mobile mass prophylaxis teams and others.
  - 4.1.5 If the Contractor's SNS/CRI Plan includes a Regional (or Local) Distribution Site, the Contractor shall assure the site-specific information is included in the plan and that a site visit has been completed and approved by the SNS Program Manager.
  - 4.1.6 The Contractor shall recruit, orient and train appropriate individuals to augment staff for POD operations. The Contractor shall work closely with the Department, SEMA and others in the region to assist in populating the civilian volunteer registry according to Chapter 195, Section 44.020, 44.024, 44.045, 44.100, 44.105, 20-44.010 (RSMo).

- 4.2 The Contractor shall participate in SNS/CRI exercise/drill development, design and delivery as requested by SEMA.
- 4.2.1 A minimum of three different drills must be conducted by each of the local planning jurisdictions and entered into the Division of Strategic National Stockpile (DSNS) Web-based Data Collection System located on [http://phprsurveys.cdc.gov/mrWeb/mrWeb.dll?l.Project=DCARSMenu\\_BP4&l.user1=Drills](http://phprsurveys.cdc.gov/mrWeb/mrWeb.dll?l.Project=DCARSMenu_BP4&l.user1=Drills) no later than April 15, 2017.
- 4.2.2 The three drills are to be chosen from the six drills listed and described in Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein.
- 4.3 The Contractor shall coordinate with the SNS/CRI Program Manager to assure compliance with the annual CDC CRI Operational Readiness Review.
- 4.4 The Contractor shall conduct a self-assessment utilizing CDC's Operational Readiness Review and submit it and supporting documents, in zipped files to the SNS Program Manager fifteen (15) business days prior to Contractor's scheduled CRI/SNS ORR.
- 4.5 The Contractor shall attend and participate in all SNS/CRI trainings, meetings and exercises as requested by regional/state partners, the Department and SEMA.
- 4.6 The Contractor shall identify, prioritize and purchase equipment and supplies needed to support the SNS/CRI planning efforts and exercises related to those efforts.
- 4.7 By June 30, 2017, the Contractor shall update the Point of Dispensing (POD) Standards worksheet on WebEOC.
- 4.8 Each MSA must perform one full-scale exercise within the PHEP project period 2011 to 2017 that tests and validates medical countermeasures dispensing plans as outlined in Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein.

## **5. REPORTS**

- 5.1 The Contractor shall submit semi-annual reports of activities to the Department by the fifteenth day of January 2017 and July 2017. The reports shall state all activities that have occurred related to the contract and the due dates stated within the expectations. When a deliverable cannot be met within the time frame specified herein, documentation and/or an explanation shall be included. Failure to submit reports or perform deliverables

in the time frame specified may cause a delay/hold in reimbursement requests. The semi-annual report template can be assessed at <http://clphs.health.mo.gov/OEC/index.php>.

5.2 By June 30, 2017, the Contractor shall complete the Tangible Personal Property Report and submit to the Department. This form needs to be completed for any one single item that has a value of \$5,000 or more purchased within this contract period with Department Cities Readiness Initiative funds. Items priced over \$5,000 require prior approval before purchase can be made. If the Contractor has nothing to report, the Contractor shall indicate this on the form. This form can be accessed at <http://clphs.health.mo.gov/OEC/index.php>.

5.3 By June 30, 2017, the Contractor shall submit to the Department a comprehensive inventory list of items under \$5,000 purchased within this contract period with Department Cities Readiness Initiative funds, excluding consumable supplies.

5.3.1 The Contractor must use the provided template to report this inventory to the Department or submit an inventory list already in place. If the Contractor has nothing to report, the Contractor shall indicate this on the template. The template can be accessed at <http://clphs.health.mo.gov/OEC/index.php>.

5.4 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

## **6. BUDGET AND ALLOWABLE COSTS**

6.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment F, which is attached hereto and is incorporated by reference as if fully set forth herein.

6.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

6.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget

without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

- 6.4 The Department will reimburse the Contractor for transportation provided by personal vehicles (mileage) at either the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the Contractor's internal policy, whichever is lower.
- 6.5 The Contractor shall follow competitive procurement practices.

## **7. INVOICING AND PAYMENT**

- 7.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
  - 7.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
  - 7.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 7.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice.
- 7.3 The Department will pay the Contractor on a monthly basis for actual costs incurred. Invoices shall be due by the 15th day of the month following the month in which services were provided during the contract period.
- 7.4 The Contractor shall submit all invoices and reports to:

Missouri Department of Health and Senior Services  
Office of Emergency Coordination  
P.O. Box 570

Jefferson City, MO 65102-0570

Or email to:

[CERTGrantsContracts@health.mo.gov](mailto:CERTGrantsContracts@health.mo.gov)

- 7.5 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 7.6 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 7.7 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor shall have the right to contest any such exception by any legal procedure the Contractor deems appropriate. The Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 7.8 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 7.9 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 7.9.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services  
Division of Administration, Fee Receipts  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570

- 7.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the

Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://www.cfda.gov/?s=program&mode=list&tab=list>.

## **8. AMENDMENTS**

- 8.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

## **9. MONITORING**

- 9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

## **10. DOCUMENT RETENTION**

- 10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

- 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

## **11. CONFIDENTIALITY**

- 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 11.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

## **12. LIABILITY**

- 12.1 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

12.2 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

### **13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS**

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

## 14. AUTHORIZED PERSONNEL

- 14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

- 14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 14.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

## **15. TERMINATION**

- 15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effectively immediately upon providing written notification to the Contractor if:
  - 15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
  - 15.1.2 A change in federal or state law relevant to this contract occurs; or
  - 15.1.3 A material change of the parties to the contract occurs; or
  - 15.1.4 By request of the Contractor.
- 15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
  - 15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

15.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

## **16. SUBCONTRACTING**

16.1 Any subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the subcontracting arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

16.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and subcontractor affirmatively states that:

- 16.2.1 The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 16.2.2 The Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 16.3 The Contractor shall be responsible for ensuring that any subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 16.4 The Contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

**CERTIFICATIONS AND SPECIAL PROVISIONS****1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

**2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

**3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING**

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

**CERTIFICATIONS AND SPECIAL PROVISIONS**

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

**CERTIFICATIONS AND SPECIAL PROVISIONS**

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services  
Division of Administration, Grants Accounting Unit  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570

**5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

**6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION**

## CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
  - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;
  - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
  - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
  - 6.1.8 Missouri Governor’s E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
  - 6.1.9 Missouri Governor’s E.O. #10-24; and
  - 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

### 7. **CONTRACTOR’S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS**

- 7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged,

**CERTIFICATIONS AND SPECIAL PROVISIONS**

demoted or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

- 7.2 The contractor’s employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

**8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

**SUBRECIPIENT SPECIAL CONDITIONS**

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
  - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <http://health.mo.gov/contractorresources/nga> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
  - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
  - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
  - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.  
<http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>
  - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within six months of notification by the Department to return such funds.
  - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

**SUBRECIPIENT SPECIAL CONDITIONS**

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
  - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
  - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
  - 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

**SUBRECIPIENT SPECIAL CONDITIONS**

## 1.12 Equipment

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

<b><u>DRILL TOOL</u></b>	<b><u>PERFORMANCE MEASURES</u></b>
Staff notification, acknowledgement and assembly	<ul style="list-style-type: none"> <li>• Total number of staff included in the emergency notification</li> <li>• Time required to distribute notification to emergency response staff</li> <li>• Number of staff acknowledging the public health emergency notification</li> <li>• Time for last staff member to acknowledge receipt of emergency notification</li> <li>• Number of staff acknowledging ability to assemble (notional or actual) at a given response location within the target time specified in the emergency notification</li> </ul>
Site activation: notification, acknowledgement and assembly	<ul style="list-style-type: none"> <li>• Total number of sites included in the public health emergency notification for activation by facility category</li> <li>• Time required to complete notification of indicated operational site staff category</li> <li>• Number of sites/site contacts acknowledging receipt of emergency notification</li> <li>• Time for last acknowledgement of receipt of emergency notification</li> <li>• Number of sites acknowledging ability to assemble and ready site (notional or actual) for operations at a given target time specified in the emergency notification</li> </ul>
Facility Setup	<ul style="list-style-type: none"> <li>• Time that each facility was set up and readied for staff and operational use</li> </ul>
Pick List Generation	<ul style="list-style-type: none"> <li>• Number of total PODs in the jurisdiction</li> <li>• Total time to generate pick lists for initial delivery of medical countermeasures to all PODs in the local jurisdiction</li> <li>• Time to generate pick lists for a representative sample of local receiving sites.</li> </ul>
Dispensing Throughput	<ul style="list-style-type: none"> <li>• Throughput per hour: number of clients processed during measurement period</li> </ul>
RealOpt Modeling	<ul style="list-style-type: none"> <li>• As a substitute for dispensing throughput</li> </ul>

## Medical Countermeasure Dispensing Full-Scale Exercise

In order to receive the full award for exercise credit, the jurisdiction must meet the following requirements:

- 1) Plan and implement exercise development in accordance with HSEEP principles and standards
- 2) Include participation from representative staff from all the local planning jurisdictions identified in the CRI MSA exercise planning and development cycle
- 3) Submit exercise planning and evaluation documents to include:
  - a. Mid-Term Planning Conference
  - b. The Master Scenario Events List
  - c. Exercise Evaluation Guides
  - d. After-action Report and Improvement Plan
- 4) Submit relevant performance metrics (observed data) for select performance measure indicated below.

### Data Elements, Performance Measures and Associated Target Metrics

	<b>Performance Measures</b>	<b>Target Metric</b>
1	Time in which the local EOC is fully staffed <i>Report time in hours and minutes for each EOC activated</i>	Within 2 hours from activation
2	Percent of public health personnel who arrive safely within target timeframe to perform capability	100%
3	Percent of volunteer staff acknowledging ability to assembly at a given response location within the target time specified in the emergency notification	Dependent on assigned function
4	Time in which public is provided with accurate and consistent information messages regarding POD locations	Within 4 hours from POD opening
5	Percent of sufficient, competent personnel available to staff dispensing centers or vaccination clinics, as set forth in SNS plans and state/local plans	100%
6	Time for all first-shift staff to be at the POD and ready	3 hours from notification
7	Time for all POD equipment and operational supplies to be in place	4 hours from notification
8	Percent of security forces designated in the POD-specific plan who report for duty	100%
9	Time in which clinical staff and volunteers become available at triage station	Within 4 hours from decision to activate site
10	Percent of PODs able to process patients at the rate (persons per hour) specified in SNS plans and state/local plans	100%



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**Subrecipient Annual Financial Report**

<b>1. Contractor Name and Complete Address</b>		
<b>2. Contract Number</b>	<b>3. Contract Period (MM/DD/YY)</b>	
	From:	To:
<b>4. Contractor Identifying Number (optional)</b>		
<b>5. DUNS Number</b>	<b>6. EIN</b>	<b>7. Report Type</b>
		<input type="checkbox"/> Annual <input type="checkbox"/> Final
<b>8. Transactions</b>		
<b>Contract Expenditures:</b>		
8a. Total contract funds authorized:		
8b. Total expenditures:		
8c. Unspent balance of contract funds (line a minus b):		\$0.00
<b>Match Requirements:</b>		
8d. Total match required:		
8e. Total match expenditures:		
8f. Remaining match to be provided (line d minus e):		\$0.00
<b>9. Remarks: Attach any explanations deemed necessary.</b>		
<b>10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).</b>		
<b>11a.</b> Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	<b>11b.</b> Telephone (Including Area Code)	<b>11c.</b> Email Address
<b>11d. Signature of Authorized Certifying Official of the Contractor</b>		<b>11e. Date Report Submitted</b>

MO 580-3091 (12-14)

Number	Reporting Item	Instructions
1	Contractor Name and Complete Address	Enter the contractor's name and complete street address including zip code.
2	Contract Number	Enter the contract number.
3	Contract Period (Month, Day, Year) From  To	Enter the beginning date of the contract period. If it is a multi-year contract enter the begin date of the annual reporting period.  Enter the ending date of the contract period. If it is a multi-year contract enter the end date of the annual period.
4	Contractor's Identifying Number (Optional)	Enter the account number or any identifying number assigned by the contractor. The number is for the contractor's use only and is not required.
5	DUNS Number	Enter the contractor's Data Universal Numbering System (DUNS) number.
6	EIN	Enter the contractor's Employer Identification Number (EIN).
7	Report Type	Mark appropriate box.
8	Transactions	Enter the cumulative amount for the contract period. If it is a multi-year contract, enter the amount for the annual reporting period.
8a.	Total Contract Funds Authorized	Enter the total contract amount for the reporting period. If it is a multi-year contract, enter the amount for the annual reporting period.
8b.	Total Expenditures	Enter the total amount of contract expenditures either reimbursed or pending reimbursement by the Department. If it is a multi-year contract, enter the amount for the annual reporting period.
8c.	Unspent Balance of Contract Funds	Formula. Line 7a minus 7b.
8d.	Total Match Required	Enter the total match required in the contract. If it is a multi-year contract, enter the amount for the annual reporting period. If no match is required, leave blank.

Number	Reporting Item	Instructions
8e.	Total Match Expended	Enter the total amount of match expended by the Contractor. If it is a multi-year contract, enter the amount for the annual reporting period. If no match is required, leave blank.
8f.	Remaining Match to be Provided	Formula. Line 7d minus 7e.
9	Remarks	Enter any explanations or additional information. Optional field.
10	Certification	Required certification signed by an official who is authorized to legally bind the Contractor (2 CFR 200.415(a)).
11a.	Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	Enter the name and title of the authorized certifying official of the Contractor.
11b.	Telephone (Area code, number, and extension)	Enter the telephone number (including area code and extension) of the individual listed in 12a.
11c.	Email Address	Enter the e-mail of the individual listed in 12a.
11d.	Signature of Authorized Certifying Official of the Contractor	The authorized certifying official of the Contractor must sign here.
11e.	Date Report Submitted (Month, Day, Year)	Enter the date the report is submitted to the Department using the month, day, year format.

**Cass County Health Department  
Cities Readiness Initiative Budget**

Category	Budget	Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)
Personnel Services	15,520.00	15,520.00
Fringe Benefits	3,100.00	3,100.00
Travel	0.00	0.00
Equipment (see definition below)	0.00	0.00
Supplies	0.00	0.00
Other	2,225.00	2,225.00
Contractual		
Subcontractor #1	0.00	0.00
Subcontractor #2	0.00	0.00
Subcontractor #3	0.00	0.00
Subcontractor #4	0.00	0.00
Subcontractor #5	0.00	0.00
Total Direct Costs	20,845.00	
Indirect Cost	0.00	
<b>TOTAL CONTRACT</b>	<b>20,845.00</b>	
Allowed cost for the calculation of Indirect Costs:		20,845.00
If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting.		0.00%
Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes)		
Provide in the space below a summary of how you calculated your Indirect Costs in accordance with your federally negotiated rate. Attach a copy of your approved Indirect Cost Rate agreement.		

Equipment: Any single item purchased with a useful life greater than one year with a purchase cost of \$5,000 or more.

**Cass County Health Department  
Cities Readiness Initiative Budget  
Budget Narrative/Justification**

**Personnel Services**

Brooklynn Lampe, Epidemiologist and Amanda Prough, Planner

**Fringe Benefits**

FICA, Medicare, Lagers, Unemployment, AD&D, Life Insurance, Health Insurance

**Travel**

**Equipment**

**Supplies**

**Other**

Storage, Satellite Phone, Data Cards, Postage

**Contractual**

**EXHIBIT 1**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- |  |
|--|
| <p><b>BOX A:</b> To be completed by a non-business entity as defined below.</p> <p><b>BOX B:</b> To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a>.</p> <p><b>BOX C:</b> To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.</p> |
|--|

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

**Note:** Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under Cities Readiness Initiative (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative’s Name (Please Print)

\_\_\_\_\_  
Authorized Representative’s Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT 1, continued**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



**EXHIBIT 1, continued**

***(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)***

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date



## CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

<b>Tracking #</b>	40141	<b>State:</b> 0%	\$0.00	<b>Federal:</b> 100%	\$62,535.00
<b>Contract Title:</b>	CITIES READINESS INITIATIVE				
<b>Contract Start:</b>	7/1/2014	<b>Contract End:</b>	6/30/2017	<b>Amend#:</b>	02
<b>Contract #:</b>	AOC14380155				
<b>Vendor Name:</b>	CASS COUNTY HEALTH DEPARTMENT				

**CFDA:** 93.069      **Research and Development:** N  
**CFDA Name:** PUBLIC HEALTH EMERGENCY PREPAREDNESS  
**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION  
**Federal Award:** 5U90TP000531-03  
**Federal Award Name:** TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS  
**Federal Award Year:** 2014      **DHSS #:** 14CRI-S      **Federal Obligation:** \$20,845.00

**CFDA:** 93.069      **Research and Development:** N  
**CFDA Name:** PUBLIC HEALTH EMERGENCY PREPAREDNESS  
**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION  
**Federal Award:** 5U90TP000531-04  
**Federal Award Name:** TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS  
**Federal Award Year:** 2015      **DHSS #:** TP000531-04Z      **Federal Obligation:** \$20,845.00

**CFDA:** 93.074      **Research and Development:** N  
**CFDA Name:** HOSPITAL PREPAREDNESS PROGRAM (HPP) AND PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) ALIGNED COOPERATIVE AGREEMENTS  
**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION  
**Federal Award:** \*  
**Federal Award Name:** \*  
**Federal Award Year:** 2016      **DHSS #:** CDC-RFA-TP12-120105C      **Federal Obligation:** \$20,845.00

\* The Department will provide this information when it becomes available.

**Project Description:**

To provide prophylaxis to the Missouri population within 24-48 hours through State, Federal, and private sector partners, and to respond to and recover from all hazards, including intentional biological attack or natural epidemic.

# Certified Copy of Record

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STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the April Term, 2016, held on the 5th day of May, 2016 amongst others, were the following proceedings:

## **RESOLUTION NO. 16-18 OF THE CASS COUNTY COMMISSION**

### **APPROVING SUMMER FOOD SERVICE PROGRAM INSPECTION PARTICIPATION AGREEMENT WITH MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES**

***BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT,*** the Commission hereby approves Resolution No. 16-18 approving Summer Food Service Program Inspection Participation Agreement with Missouri Department of Health and Senior Services. The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary, to facilitate this Order.

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THIS 5<sup>th</sup> DAY OF MAY, 2016.

\_\_\_\_\_  
Jeff Cox  
Presiding Commissioner

\_\_\_\_\_  
Luke Scavuzzo  
Associate Commissioner  
Dist. 1

\_\_\_\_\_  
Jimmy Odom  
Associate Commissioner  
Dist. 2

ATTEST:

\_\_\_\_\_  
Mike Vinck, County Clerk



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**SUMMER FOOD SERVICE PROGRAM**  
**INSPECTIONS PARTICIPATION AGREEMENT**

CONTRACT NO. ERS2191616I	VENDOR NO. 44600046506
<b>FUNDING SOURCE</b>	
STATE 0%	FEDERAL 100%

CONTRACT START DATE May 15, 2016	CONTRACT END DATE September 15, 2016	RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	SUBJECT TO SINGLE AUDIT REQUIREMENTS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
FEDERAL AGENCY NAME Department of Agriculture/ Food and Nutrition Service	FEDERAL AWARD YEAR 2016	CFDA NO. 10.559	CFDA TITLE Summer Food Service Program for Children
FEDERAL AWARD NO. 3M0300305-2016		FEDERAL AWARD NAME Child Nutrition	

1. This Agreement is entered into by and between the State of Missouri, Department of Health and Senior Services (hereinafter referred to as the Department) and the below named Provider, for the purpose of conducting food safety inspections and enforcing expeditious correction of priority violations in food preparation and service at Summer Food Service Program (SFSP) meal production and meal service sites.
2. This Agreement shall consist of: (1) this form, (2) Attachment A - Certification, (3) the Terms and Conditions, the latter two of which are attached hereto and incorporated by reference as if fully set forth herein.
3. To the extent that this Agreement involves the use, in whole or in part, federal funds, the signature of the Provider's authorized representative on this Agreement signature page indicates compliance with the Certifications contained in Attachment A.
4. **Training:**
  - 4.1 The Department will provide regional training in each District prior to the start of the SFSP. The training will present the Agreement and its deliverables, inspection requirements and reimbursement requirements.
  - 4.2 The Provider shall ensure that their staff responsible for conducting inspections attend one of the training opportunities.
5. **Inspection sites:**
  - 5.1 The Provider shall perform sanitation and food safety inspections at all SFSP sites and associated food service management companies, including schools that prepare food for off-site service locations, as designated by the Department.
  - 5.2 The Provider shall not perform sanitation and food safety inspections at schools that do not prepare food for off-site service locations.
  - 5.3 The Provider, if informed of changes to SFSP sites by the SFSP site or by others, must verify with the Department prior to inspecting these sites. The Department will not reimburse the Provider for inspections conducted that do not match the date, day of the week, or time on the SFSP Site Listing. Provider must obtain written approval from the Department prior to conducting an inspection that deviates from the SFSP Site Listing.
6. **SFSP Site Listing:**
  - 6.1 To ensure up to date site information, the Provider must print the SFSP Site Listing no more than seven (7) days prior to the date of inspection.
  - 6.2 The Provider can obtain a copy of the SFSP Site Listing at:  
<http://health.mo.gov/living/wellness/nutrition/foodprograms/sfsp/inspectors.php>.
7. **Inspection requirements:**
  - 7.1 The Provider shall conduct sanitation and food safety inspections as outlined in Section 2.0 Food Safety, subsections: 2.1 through 2.3, of the Environmental Health Operational Guidelines (EHOG), available at:  
<http://health.mo.gov/atoz/ehog/index.php>;
  - 7.2 The Provider shall conduct sanitation and food safety inspections that comply as follows:
    - 7.2.1 Within the first half of each SFSP site's dates of operation, as listed in the SFSP Site Listing;
    - 7.2.2 The start time of the inspection, for a central kitchen site or a self-prep site must be within 1 hour prior to service or during service hours;



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**SUMMER FOOD SERVICE PROGRAM**  
**INSPECTIONS PARTICIPATION AGREEMENT**

CONTRACT NO.  
ERS2191616I

VENDOR NO.  
44600046506

- 7.2.3 The start time of the inspection for a vended site must not exceed 30 minutes prior to the start of service;
- 7.2.4 The inspection of central kitchens and self-prep sites must be a minimum of 30 minutes and there is no minimum time requirement for service sites.

1. **Inspection Reports:**

- 8.1 The Provider shall use the Inspection Report Form, provided by the Department for inspections, follow-up inspections, and attempted inspections. The Provider must submit a completed Inspection Report Form and SFSP Site Listing to the Department within two (2) weeks following the date of inspection.
  - 8.1.1 The Provider shall complete the Inspection Report.
  - 8.1.2 The Provider shall enter the inspection date, "Time In", and "Time Out" on form.
  - 8.1.3 A completed report includes information provided in all fields on the form, the evaluation of all food safety measures, the review of any Time as a Public Health Control plans and records, and shall list the menu items and the temperatures of these foods; incomplete inspection reports may not be payable.
- 8.2 The Provider can obtain the Inspection Report Form at: <http://health.mo.gov/warehouse>.

2. **Follow-up Inspections:**

- 9.1 The Provider shall conduct follow-up inspections, to verify correction of priority violations that were not corrected during the initial inspection. The Provider must submit a completed Inspection Report Form and SFSP Site Listing to the Department within two (2) weeks following the date of inspection.
- 9.2 The Provider shall conduct the follow-up inspections according to the EHOG or to the local public health agency's written plan.
- 9.3 The Department will reimburse Providers for follow-up inspections, provided they meet the criteria within this Agreement.

3. **Attempted Inspections:**

- 10.1 If the Provider attempts to inspect facilities or service sites that are either no longer operating or have changed their hours of operation. The Provider must submit to the Department within two (2) weeks following the date of attempted inspection:
  - 10.1.1 A Sanitation Observation Form E6.07, in which the Provider must clearly note the time of the site visit; or
  - 10.2.2 An Inspection Report form completed with the information readily available to the inspector; and
  - 10.2.3 A copy of the applicable SFSP Site Listing.
- 10.2 The Provider can obtain the Inspection Report form and/or Sanitation Observation Form E6.07 at: <http://health.mo.gov/warehouse>.

4. **Approval of Inspections/Submission of Forms:**

- 11.1 For initial inspections, the Provider must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
- 11.2 For follow-up inspections, the Provider must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
- 11.3 For attempted inspections, the Provider must submit the complete and legible Sanitation Observation Form or Inspection Report form for each SFSP site within two (2) weeks following the date of inspection.
- 11.4 For all inspections, the Provider must submit the SFSP Site Listing for each SFSP site inspected or attempted to inspect that the Provider printed no more than 7 days prior to the date of inspection.
- 11.5 If the inspections and forms do not comply with the requirements set out in this Agreement, the Department will not approve the inspections for reimbursement.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**SUMMER FOOD SERVICE PROGRAM**  
**INSPECTIONS PARTICIPATION AGREEMENT**

CONTRACT NO.  
ERS2191616I

VENDOR NO.  
44600046506

11.6 The Provider shall remit all forms to:  
Department of Health and Senior Services  
Bureau of Environmental Health Services  
Attention: SFSP Inspections  
930 Wildwood Drive  
P.O. Box 570  
Jefferson City, MO 65102

5. **Reimbursement Requirements:**

- 12.1 The Department will not reimburse the Provider for more than 11 initial inspection(s) if the Provider does not obtain prior written approval from the Bureau of Environmental Health Services, Department of Health and Senior Services via email to BEHS.SUMMERFOOD@health.mo.gov.
- 12.2 The Department will not reimburse the Provider for any inspections or attempted inspections:
- 12.2.1 If the Provider fails to submit the Inspection Report Forms or the Sanitation Observation Form E6.07 by the deadline set out in paragraph 11; or
- 12.2.2 If either the Provider's Inspection Report Form or the Sanitation Observation Form E6.07 do not meet the criteria for approval by the Department set out in this Agreement.
- 12.3 Initial Inspections:
- 12.3.1 Central Kitchens and Self-Prep Sites:
- a. The Department will reimburse the Provider at a fixed rate of **\$125** for each approved initial inspection conducted for central kitchens and self-prep sites that the Provider conducts within the first half of the site's operation dates.
- b. The Department will reimburse the Provider at a fixed rate of **\$75** for each approved initial inspection conducted for central kitchens and self-prep sites that the Provider conducts after the first half of the site's operation dates but before the last date(s) of the site's operation.
- 12.3.2 Vended Sites:
- a. The Department will reimburse the Provider at a fixed rate of **\$80** for each approved initial inspection conducted for vended sites that the Provider conducts within the first half of the site's operation dates.
- b. The Department will reimburse the Provider at a fixed rate of **\$50** for each approved I initial inspection conducted for vended sites that the Provider conducts after the first half of the site's operation dates but before the last date(s) of the site's operation
- 12.4 Follow-up inspections:
- 12.4.1 The Department will reimburse the Provider at a fixed rate of **\$60** for each approved follow-up inspection conducted for central kitchens and self-prep site that the Provider conducts.
- 12.4.2 The Department will reimburse the Provider at a fixed rate of **\$40** for each approved follow-up inspection conducted for vended sites that the Provider conducts.
- 12.5 Attempted Inspections:
- 12.5.1 The Department will reimburse the Provider at a fixed rate of **\$30** for each approved attempted inspection the provider conducts.
- 12.5.2 The Department will not reimburse the Provider for more than two attempted inspections per facility.
- 12.6 Providers that agree to conduct inspections outside their agency's normal jurisdiction will be reimbursed an additional \$10 per inspection conducted. Inspections conducted outside the Provider's jurisdiction will apply toward the limit on the total number of inspections the Provider can conduct set out in 12.1, above.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**SUMMER FOOD SERVICE PROGRAM**  
**INSPECTIONS PARTICIPATION AGREEMENT**

CONTRACT NO.  
ERS2191616I

VENDOR NO.  
44600046506

**6. Invoices:**

- 13.1 The Provider shall submit a single invoice for all work performed and reported during the contract period by October 15, 2016.
  - 13.1.1 The Provider may not submit more than one invoice, or submit an invoice later than October 15, 2016, unless the Provider obtained prior written approval from the Department.
  - 13.1.2 The Provider may submit its request for an exception to BEHS.SUMMERFOOD@health.mo.gov.
- 13.2 The Provider shall submit the invoice to the Department on the standard DH-38 billing form and shall include the agreement number and invoice number of "SFSP16ALL".
- 13.3 If the Department denies a Provider's request for payment, the Department shall provide the Provider with written notice of the reason(s) for the denial.
- 13.4 The Department shall not reimburse the Provider based on any invoice that the Provider does not submit in accordance with the requirements set out in this Agreement.

**7. Termination:**

- 14.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effectively immediately upon providing written notification to the Provider if:
  - 14.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
  - 14.1.2 A change in federal or state law relevant to this contract occurs; or
  - 14.1.3 A material change of the parties to the contract occurs; or
  - 14.1.4 By request of the Provider.
- 14.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
  - 14.2.1 The Department will provide written notice to the Provider at least thirty (30) calendar days prior to the effective date of such termination.
  - 14.2.2 The Provider shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 14.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

15. This agreement expresses the complete agreement of the parties and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Performance shall be governed solely by the terms and conditions contained in this agreement. By signing below, the Provider and Department agree to all terms and conditions set forth in this agreement.

PROVIDER AGENCY NAME

**Cass County Health Department**

AUTHORIZED PROVIDER SIGNATURE:



PRINTED NAME/TITLE:

DATE:

DIVISION OF ADMINISTRATION DIRECTOR/DESIGNEE:



PRINTED NAME/TITLE:

Director or Designee, Division of Administration

DATE:

**CERTIFICATIONS AND SPECIAL PROVISIONS****1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

**2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

**3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING**

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

**CERTIFICATIONS AND SPECIAL PROVISIONS**

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

## CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services  
Division of Administration, Grants Accounting Unit  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570

### 5. **CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

### 6. **CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION**

**CERTIFICATIONS AND SPECIAL PROVISIONS**

- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
  - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;
  - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
  - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
  - 6.1.8 Missouri Governor’s E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
  - 6.1.9 Missouri Governor’s E.O. #10-24; and
  - 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

**7. CONTRACTOR’S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS**

- 7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged,

## **CERTIFICATIONS AND SPECIAL PROVISIONS**

demoted or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

- 7.2 The contractor’s employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

### **8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

**STATE OF MISSOURI  
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

**TERMS AND CONDITIONS**

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

**1. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**2. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

**3. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

**4. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

**5. CONFLICT OF INTEREST**

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

**6. WARRANTY**

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## **7. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## **8. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## **9. BANKRUPTCY OR INSOLVENCY**

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## **10. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## **11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **12. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **13. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

## **14. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.